

BOOKING TERMS AND CONDITIONS

1.- Introduction

The rental accommodation is under the supervision of the management company: CALPERENT ALQUILERES IFACH, S.L. which is in charge of providing the different services, such as key collection, cleaning, maintenance, etc....

2.- Scope of application

These general conditions of reservation are applicable to all booking contracts between the Tenant and the Lessor.

3.- Establishment of reservation contract

An agreement will be established subject to these Booking Terms and Conditions as soon as the tenant makes a booking via the Internet, in writing, by telephone, by e-mail or personally with the lessor or at any other booking agent.

4.- Changes

Changes to the reservation contract and revocations from these general conditions will only be effective if a written agreement has been made between the lessee and the booking agent. Any change in the rental price must be agreed in writing between the parties.

5.- Prices

Prices are quoted in euros per accommodation and per week or per day.

CALPERENT ALQUILERES IFACH, S.L. reserves the right to modify the rental price if there are variations in rates, exchange rates and taxes. CALPERENT ALQUILERES IFACH, S.L., is not responsible for misprints in brochures, price lists or publications on the website.

6.- Payment conditions

The reservation can be made through Internet, by phone, by e-mail or in person with a Reservation agent.

The reservation will be definitive when the advance payment mentioned in your reservation document is received, this payment must be in the possession of the Reservation Agent within 3 business days after the reservation is made. The remaining amounts must be in the possession of the Reservation Agent on the dates mentioned in the Reservation Form, otherwise the reservation may be canceled by the Reservation Agent, without the right to refund the previous payments.

When key collection occurs outside office hours, the total amount of the rent and the deposit must be paid before arrival.

7.- Rescission

The contract is rescinded (the reservation is cancelled) if the tenant does not accomplish the conditions established in point number 6. The deposit is kept to cover the costs incurred and the damage suffered, included the loss of profits.

8.- Administration fees

CALPERENT ALQUILERES IFACH, S.L. will charge an administration fee of 40€ per booking. This expense is included in the final rental price.

9.- Cancellation

According to RDL 11/2020, of March 31, the refund does not include the administration fees of the canceled reservations, as the sales service has been properly processed. The administration fees are a supplement of 40€ that is added to the price of the reservation to make the sales process possible. Administration fees are included in the final rental price.

CALPERENT ALQUILERES IFACH, S.L. will also be entitled to compensation consisting of:

10% of the deposit when the cancellation is made more than 30 days before the arrival of the client in the accommodation.

50% when done with an advance of more than 7 and up to 30 days.

100% when the cancellation is made with 7 or less days in advance.

10.- Deposit

CALPERENT ALQUILERES IFACH, S.L. request a deposit of, generally 150€ for tourist apartments; in the case of holiday villas it can vary between 300€ to 1000€ depending on the house. This deposit must be paid on the day of arrival, by blocking it on the tenant's credit card. When key collection takes place outside office hours, a credit card must be provided to block the deposit before arrival.

In order to correctly check the accommodation, the deposit will be returned within 7 days after the end of the rental period.

In case of damages and / or losses in the leased, and / or in case of fault of the tenant, the total amount of the damages will be subtracted from the deposit. If the damages and / or losses suffered in the leased, or the damages suffered by the owner and / or the accommodation provider are higher than the amount paid as a deposit, the tenant must pay the rest directly to the accommodation provider.

Breakages, losses and / or damage to the leased must be reported immediately to the accommodation provider.

11.- Liability of Lessor

The accommodation provider, the reservation agent or the landlord will not be liable in any way for the loss (of value) and / or damage to the belongings of the tenant and other occupants caused by incorrect use of the leased property.

If the tenant suffers damage as a result of defects in the property, the lessor's liability will be limited to the rental price. The legal compensation will be applied to the damages that have occurred as a result of the contractual breach of the lessor. The landlord will not be responsible for any other damages.

12.- Liability of Tenant

The tenant who reserves an accommodation for other occupants (in addition to himself) will be jointly and severally liable of the total rental price and damages caused by his behavior and for the conduct of all others who stay with him in the rented accommodation. The reservation will be valid for the number of people indicated on the reservation form. Therefore, it is not allowed to occupy the accommodation with more people than indicated, the occupation with a higher number of people could lead to termination of the rental contract and loss of the deposit.

In that case, the payments made will not be refunded and the tenant will have to pay the full amount of the rent.

If the tenant intends to accommodate more people in the rented accommodation than allowed, he must request this in writing to the reservation agent before the start of the rental period. The accommodation provider may refuse to do so or require the payment of an additional surcharge.

The tenant agrees to occupy the accommodation in accordance with the general rules in force. If the client leaves the apartment for particular reasons, before completing his stay, he will not be entitled to any refund.

13.- Length of stay, arrival and departure

13.1.- Usually the minimum stay is 7 days. The usual dates of arrival and departure may vary depending on the location (see details on the web). Outside high season, you can usually choose any day of the week as your arrival or departure date. For the rental period of 4 days or less will be charged usually one supplement per day. For more information you can contact your booking agent.

In case you arrive after the indicated time, the accommodation provider has the right to charge you the costs originated by this key delivery.

13.2.- On the day of departure, must leave the accommodation at the time indicated by their agent, otherwise the accommodation provider and the owner are entitled to claim compensation for damages.

This act could imply, as a minimum, the loss of the deposit.

High season: Check in times from 5:00 p.m. to 7:00 p.m. Departure time: at 10.00 a.m.
Off season: consult.

13.3.- At departure the tenant must leave the accommodation in a considerable, tidy and swept state. The elements inside and outside the accommodation like furniture etc.... must be put in their original place.

The dishes should be washed and stored in their place. The Hosting Provider has the right to make a final inspection. If the Lodging Provider observes that several pieces of furniture have not been put in their original place, or if the accommodation is not in a considerable state of order and swept, The Accommodation Provider will be entitled to charge an additional cost to the tenant.

14.- Modification or termination

14.1.- In the event that the lessee or any person staying in the dwelling that is the object of this contract, must remain in it for longer than the contracted person, due to contagious disease or another circumstance that makes it impossible or not recommended to move it. , the tenant must pay the full time of the stay at the price of the house in the occupancy season, bearing the expenses that arise from the relocation of the incoming clients in other houses.

14.2.- Likewise, in the event that for reasons of health and / or hygiene of the previous tenant or the reserved accommodation, it cannot be occupied by the client, the Management Company may replace the rented accommodation with a similar accommodation.

14.3.- In case of force majeure or circumstances of such nature that it is not considered reasonable to demand compliance with the contract, the management company may modify some of the contracted services, replace the leased accommodation with a similar accommodation or even cancel the reservation. In the latter case, it is obliged to return the amounts already paid.

15.- Prohibitions

It is forbidden for the lessee:

15.1 - The use of the accommodation or overnight in the same, for a number of users higher than the one indicated in the contract.

15.2.- The transfer of the contract, reservation or use to third parties.

15.3.- Perform any activity contrary to coexistence, usual hygiene and public order, or that prevents the normal rest of other users of the property or neighbors.

15.4.- Any actions contrary to the diligent use of accommodation, equipment and facilities that are part of the same.

Failure to comply with these prohibitions may constitute grounds for termination of the contract, prior warning and payment for damages.

16.- Complaints

In case of appreciating errors or deficiencies in the accommodation and in order to avoid inconveniences, you must notify the management company immediately.

If the deficiency is not resolved to your satisfaction, you must submit a motivated written complaint to the management company, no later than the date of departure from the accommodation.

If you change to another accommodation or leave the rented accommodation early without consulting the management company, you will lose all restitution rights.

17.- Insurance

The rental price does not include any type of insurance, unless it is expressly stated that the rental price includes insurance and the type of insurance is indicated.

18.- Cleaning costs

Final cleaning costs are included in the rental price.

19.- Bed linen and towels

Bed linen and towels are included in the rental amount.

20.- Additional facilities

In many cases, if indicated at the time of booking, you can request an extra bed, a cot, a highchair, etc., at an additional cost, which you can consult on the website.

21.- Pets

Most of the owners do not allow pets. Only with the express authorization of the management company and with indication in the reservation form, will it be allowed to have a pet in or around the house.

The accommodation provider may require an increase in the mandatory final cleaning costs of 55€ per pet, as well as an additional amount of Deposit.

22.- Parties - Event

It is forbidden to celebrate parties or events in the rented accommodation without the express written permission of the landlord. Parties and events are understood to be any type of meeting in which the number of people present exceeds twice the maximum number of people who can stay in the rented accommodation according to the rental contract.

23.- Works

Accommodations are generally private properties of different individual owners and are generally located in large residential areas. Accommodations are not generally found in tourist complexes, so unexpected construction may incidentally take place in the vicinity. These works are usually carried out by owners, contractors or government organizations with whom the Management Company has no relationship and therefore has no influence on these actions. Neither the Accommodation Provider, nor the Reservation Agent, nor the Landlord therefore assume any responsibility for the inconvenience caused by the works that are not carried out on behalf of the Accommodation Provider.

24.-Television with satellite

If satellite television is indicated in the description, this does not automatically mean that all the programs you want will be able to be received. Homeowners, mostly foreigners, have decoders that are not always capable of capturing all international programs.

25.- Water, electricity and Internet

In southern countries there are more frequent cuts in water supply and electricity. Municipal and / or regional authorities, for different reasons, may agree to temporarily cut or limit distribution. In case of a cut of in the supply of water or electricity, the company management will provide the most appropriate means to supply the necessary minimum.

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26.- Energy consumption

It may happen that in certain seasons for accommodation with heating and / or air conditioning a weekly surcharge is required. For more specific information, you can check the characteristics of the accommodation on the website or you can contact your reservation agent.

27.- Garden and pool

In holiday homes with a private garden or pool, regular maintenance is required. As a general rule, this is 1-2 times a week for pools and once a week for the garden. You, as a guest, have an obligation to give full access to maintenance people when required.

28.- Data Protection

28.1.- Responsible

Responsible for the treatment

CALPERENT ALQUILERES IFACH, S.L. (en adelante “CALPERENT ALQUILERES IFACH”)

B56769201

C/ Castellón, 4; Edificio Turis, bajo, 03710 de Calpe (Alicante)

Phone: 0034 965 837 785.

alquileres@grupoturis.com

28.2.- Purposes of the treatment

Your data can be used to:

- Manage the provision of the service you hire and the fulfillment of legal and contractual obligations, among the data collected during the service may include health-related data.
- To send by any means, including electronic means, commercial information about our products and services related to the rental of apartments and / or Christmas or similar greetings.
- In sending Whatsapps messaging systems individually for contact with you on matters of the relationship that concerns us.

28.3.- Legitimation

The legal basis for the processing of your data is the execution of the contract for the provision of services, according to the terms and conditions contained in the General Contract Conditions and compliance with legal and contractual obligations. Commercial communications in relation to our products and services are based on the consent that we have requested for this purpose.

All requested data must be completed, if you do not indicate it CALPERENT ALQUILERES IFACH cannot provide the requested service.

In any case, the refusal and / or revocation of the consent for advertising shipments will in no case condition the execution of the contract.

28.4.- Deadlines / criteria for data conservation

Your personal data will be kept as long as the contracted service is maintained, and for the purpose of sending advertising while the consent for it is not revoked, in which case, the data will be deleted, understanding suppression as blocking of the same, in this sense, the blocked data will be exclusively available to the court, the Public Prosecutor's Office or other competent Public Administrations, in particular to the data protection authorities, for the requirement of possible responsibilities derived from the treatment and for the limitation period of the same.

28.5.- Recipients

It is not expected to carry out data communication to third parties, except legal obligation.

Security and privacy policy of Messaging Applications:

WHATSAPP: (<https://www.whatsapp.com/legal/updates/privacy-policy/?lang=es>) may share your personal data with the United States, countries or territories where affiliates and partners of Facebook companies, or your service providers, are located.

28.6.- Rights

Exercise of rights: if you wish to exercise your rights of access, rectification, deletion, portability of your data, as well as the limitation or opposition to your treatment, please send a letter addressed to CALPERENT ALQUILERES IFACH, to the address indicated above, or to the email alquileres@grupoturis.com with the reference Client Data protection, attaching a copy of you ID or equivalent identification document.

Right withdrawal consent: you can revoke at any time the consent given for the processing of your data by writing to CALPERENT ALQUILERES IFACH at the address indicated above, or email: alquileres@grupoturis.com with the reference Client Data Protection, enclosing copy of your ID or equivalent identification document, without this revocation of consent affecting the treatment based on the consent prior to its withdrawal.

Claim: In any case, you may, if you understand that your rights have been violated, file a claim with the Spanish Agency for Data Protection, domiciled at Calle Jorge Juan 6, 28001 in Madrid, telephone 901 100 099, and website www.agpd.es

29.- Legal Regime

For any claim arising from this contract, the parties will submit to the jurisdiction of Denia, waiving the jurisdiction that was applicable.